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LINE

SEWAGE LINE EASEMENT

This instrument made on this the 17th day of October, 1957, by and between A. B. Stowers, B. C. Stowers, Otis M. Stowers, and E. B. Stowers, a co-partnership trading and d/b/a Stowers Lumber and Manufacturing Company, of Roane County, Tennessee, Parties of the First Part, and the City of Harriman, for the use and benefit of the Harriman Utility Board, Party of the Second Part.

W_I_T_N_E_S_S_E_T_H:

For and in consideration of Four Hundred and no/100 (\$400.00) dollars cash in hand paid, the receipt of which is hereby acknowledged, the Parties of the First Part do hereby give, grant, and convey unto the Party of the Second Part, its successors and assigns, a perpetual easement and right to install and maintain a sewage pipe line or lines, together with rights of ingress, egress, regress, and removal, as hereinafter provided, over, under, and across the property of the Parties of the First Part, located in the 1st Civil District of Roane County, Tennessee, and bounded as follows:

- On the North by lands of H. & N. E. Railroad Company;
- On the South by lands of T. V. A. or Emory River;
- On the East by Old Highway #27 and Old Emory River Bridge;
- On the West by New Highway #27 and the New Emory River Bridge; and

being the same property conveyed to the Parties of the First Part by deeds of record in Deed Book B, Series 6, Page 241, and in Deed Book O, Series 6, Page 534, in the Register's Office at Kingston, Tennessee.

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ATTORNEYS AT LAW
HARRIMAN, TENN.

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The perpetual easement herein granted across part of the above described property is more particularly described as follows:

Being a strip of land five (5) feet on either side of a center line which begins at a point approximately five hundred twenty five (525) feet from the upstream side of the old Emory River Bridge and five (5) feet south of the south right of way line of the Harriman and Northeastern Railroad, and near the northwest edge of an existing pond, this being the point of beginning of said easement; thence northwestwardly and parallel to and five (5) feet from the south right of way line of the Harriman and Northeastern Railroad a distance of eight hundred fifty (850) feet more or less to an iron pin and point which is approximately eighty three and one half ($83\frac{1}{2}$) feet east of the right of way line of the new Emory River Bridge; thence a strip of land seven and one half ($7\frac{1}{2}$) feet on either side of the center line starting at said point and going in a westwardly direction a distance of approximately ninety six (96) feet to a stake and point in the east right of way line of the new Emory River Bridge, said point also being one hundred fifty eight (158) feet southwardly from the center of the Harriman and Northeastern Railroad Company tracks.

This easement is granted upon the following terms and conditions:

1) Said sewer line or lines are to be installed as near as reasonably possible along the center line of said ten (10) and fifteen (15) feet easement strips, and said lines are to be installed at a depth of at least thirty six (36) inches. There are to be no man holes or other structures constructed above the ground on either of said strips.

2) The grantors herein expressly reserve the right to use said easement strips or so much thereof as they may desire for roadways for access to their property, and the grantee herein agrees that it will be responsible for any damages which it may hereafter do to said roadways in making any necessary repairs or improvements to said lines.

3) It is mutually agreed that a railroad spur track or tracks, may be extended on, over, and across said easement strips, provided the length of said track or tracks over the easement strips shall not exceed one hundred (100) feet. Also, the grantee will not be liable for any damages for any interference with the operation of said railroad spur track or tracks caused by the proper and necessary maintenance and operation of said lines.

4) The grantors reserve the right to build temporary loading docks or temporary buildings from time to time over said easement strips but will not have the right to build any permanent structures over same, and shall not build any structure which will substantially interfere with the right of the grantee herein to maintain and operate said lines.

5) The grantors herein shall have the right to cultivate the lands embraced in the said right of way strips if they so desire, and shall have the right to cross over or under said strips with such water, gas and/or electric lines as may become necessary to serve the adjacent properties of the grantors but shall not substantially interfere with the easement herein granted.

6) The grantors herein, in addition to the other rights herein provided for, also grant to the grantee, its agents, servants, employees, or contractors, the right to use a strip of land twenty five (25) feet in width instead of the ten (10) and fifteen (15) feet strips, respectively, during the initial construction and installation of said lines only.

7) The grantors also grant to the grantee herein the right of any necessary ingress, egress, and regress over the property of the grantors east of the beginning point of the easements herein granted, so that the grantee, its servants, agents, and employees, may reach the easement strips for the purpose of properly installing, maintaining, and improving said lines, as may become necessary.

8) In the event the grantee abandons the use of the easements herein granted, then and in that event this instrument shall become null and void and all of the property rights herein granted shall revert to and become vested in the grantors herein, their heirs or assigns.

9) It is mutually agreed that the easements herein granted and the terms and conditions as hereinabove set out shall attach to and shall be considered as covenants running with the land and shall be binding upon the grantors and the grantee, their heirs, assigns, or successors, as the case may be.

To Have and to Hold the said easements and rights herein granted to the said party of the second part, its successors and assigns forever.

And the said parties of the first part, for themselves and for their heirs, executors, and administrators, do hereby covenant with the said party of the second part, its successors and assigns, that they are lawfully seized in fee-simple of the premises above described, and that they have full power, authority, and right to convey the easement and rights herein granted; that said premises are free from all encumbrances and that they will

forever warrant and defend the easement and rights herein granted against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF the said parties of the first part have hereunto set their hands and seals the day and year first above written.

STOWERS LUMBER & MANUFACTURING COMPANY

BY







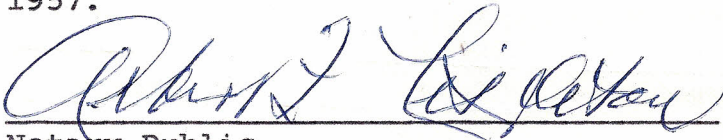
Partners

STATE OF TENNESSEE

ROANE COUNTY

Personally appeared before me, Albert F Littleton, a Notary Public in and for said County, the within named bargain-
ors, A. B. Stowers, B. C. Stowers, and Otis M. Stowers, with whom
I am personally acquainted, and who acknowledged that they executed
the within instrument for the purposes therein contained.

Witness my hand and official seal at office this 14th
day of November, 1957.



Notary Public

My Commission Expires: Jan 16 1960

STATE OF ALABAMA

CONECUH COUNTY

Personally appeared before me, Edwin C. Purdy,
a Notary Public in and for said County, the within named bargain-
or, E. B. Stowers, with whom I am personally acquainted, and who
acknowledged that he executed the within instrument for the purposes
therein contained.

Witness my hand and official seal at office this 14th
day of November, 1957.

Edwin C. Purdy
Notary Public

My Commission Expires: August 8, 1958

LADD & QUALLS
ATTORNEYS AT LAW
HARRIMAN, TENN.

STATE OF TENNESSEE
ROANE COUNTY

The Foregoing instrument and certificate
were Noted in Note Book 12 Page 383
at 3:45 o'clock P. M. Nov. 20, 1957
and Recorded in Deed Book E
Series 8 Page 67 et seq.

Witness my hand.

Marilyn Black
Register